

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Black & Veatch Corporation, hereinafter "Consultant" (collectively, the "Parties").

City intends to construct an improvement project (hereinafter called the "Project") in Olathe, Kansas, described as follows:

WTP2: Electrical / Backup Power
Project No. 5-C-028-20

The Project is more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform services on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts

withheld from payment to a construction contractor or contractors, but such cost will not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes the public street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Seven Thousand and Nine Hundred and Ten (\$107,910), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in

Exhibit C attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of One Hundred Seven Thousand and Eight Hundred and Fifty (\$107,850), for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If

Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before the following dates based on a Notice-to-Proceed by September 4, 2019:

Submit Draft Electrical Technical Memorandum – December 2, 2019

Alternative Selection Workshop – December 12, 2019

Submit Draft Electrical Study – January 21, 2020

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project as described below:

A. PRELIMINARY STUDY PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Opinion: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

B. FINAL STUDY PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Final Cost Opinion: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted

for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Derek Cambridge. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

4. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
5. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services. Consultant has the right to rely on the information provided by City.

B. ACCESS

City will provide access for Consultant to enter public and private property related to the Project and performance of Consultant's obligations under this Agreement.

C. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

D. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of City.

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Consultant. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Sabrina Parker
1385 S. Robinson Drive
Olathe, KS 66061

Black & Veatch Corporation
Attn: Derek L. Cambridge
8400 Ward Parkway
Kansas City, MO 64114

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City

will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all

loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the

phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.
2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

N. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

O. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

[The remainder of this page is intentionally left blank.]

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 201__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:


City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Black & Veatch Corporation

By: 

Derek L. Cambridge
Associate Vice President
8400 Ward Parkway
Kansas City, MO 64114

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| Exhibit E | Certificate of Insurance |
| Exhibit F | Certificate of Good Standing to Conduct Business in Kansas |

EXHIBIT A Description of Project & Map

This project includes engineering study services with the City of Olathe for the Water Treatment Plant No. 2 (WTP2) Electrical / Backup Power project. Reliable electrical power, communications, and chemical feed systems are critical to the production and distribution at any water treatment facility. The utility and standby power systems at the Olathe WTP2 and associated collector wells are inefficient in providing the reliable power needed. WTP2 was originally constructed in the 1960s. The facilities, including utilities and standby power, have been added over multiple projects. The result of these expansions has yielded electrical systems, which are complex and counterintuitive. The capacity of the electrical system and its respective arrangement is not suitable for the City to grow its production capabilities. Furthermore, standby power is insufficient to back up the water production needs and is limited in its distribution on the plant site by an aged distribution system. This project will study, propose and identify a suitable solution for both a reliable power supply and electrical distribution system for the WTP2 and collector wells. In addition, cost estimates will be provided for recommended power supply and distribution, SCADA, and chemical facilities improvements to ensure the plant operates reliably well into the future. Below is a map of the WTP2 project site.

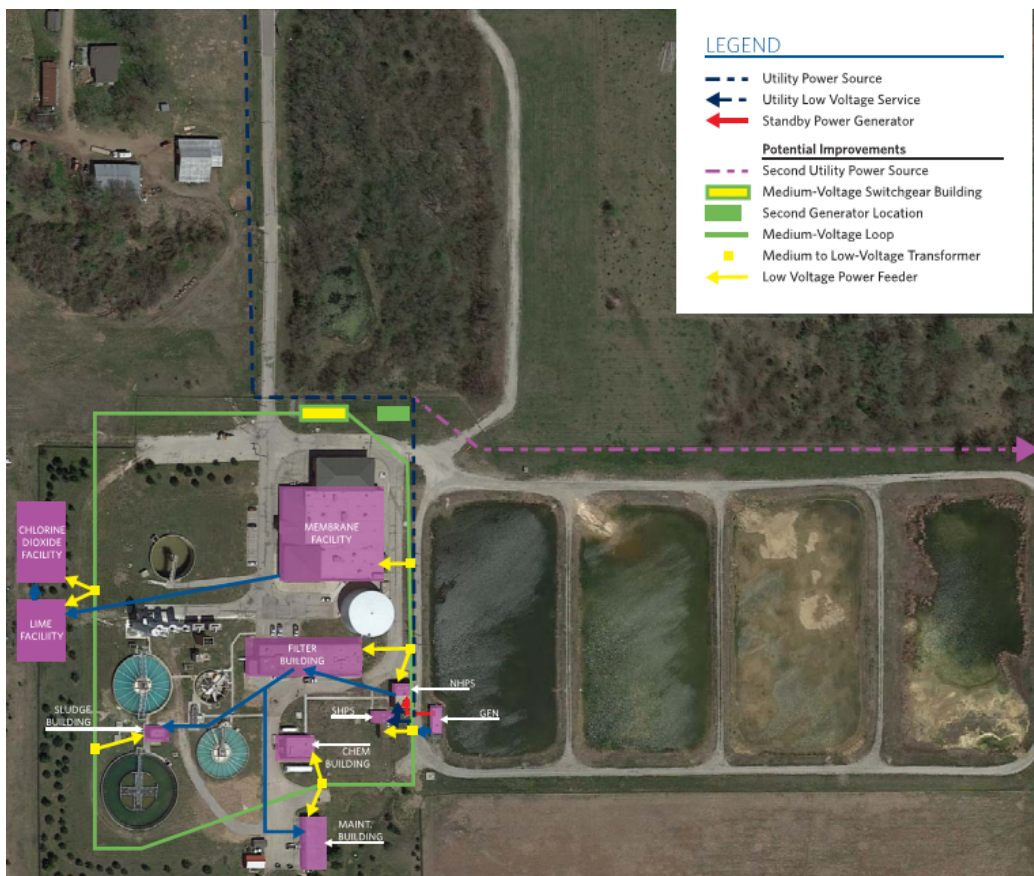


EXHIBIT B
Scope of Services

This scope describes engineering services the Consultant will provide the City in connection with the WTP2: Electrical Modifications project (5-C-028-20). The description of work is included in Exhibit A and includes the following phases. Phase I and Phase II shall be performed to further define the project scope, at which time Phases III, IV, and V will be defined and provided as supplemental services.

- PHASE I. PROJECT ADMINISTRATION
- PHASE II. ELECTRICAL/BACKUP POWER STUDY
- PHASE III. PRELIMINARY AND FINAL DESIGN (Supplemental)
- PHASE IV. BIDDING PHASE SERVICES (Supplemental)
- PHASE V. CONSTRUCTION PHASE SERVICES (Supplemental)

PHASE I. PROJECT ADMINISTRATION

1. Project Administration ~ Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review progress with City on a regular basis and discuss issues with the City as they are noted. The anticipated duration of the project is four (4) months from kickoff through Phase II – Electrical/Backup Power Study.
 - a. Project Initiation- Conduct a project initiation meeting to clarify City's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule.
 - b. Monthly Project Updates - Submit a one-page status report with monthly invoices to appraise the City on progress of the work. The report will include such items as:
 - i. Status of work done on major tasks
 - ii. Project budget update
 - iii. Project schedule update

PHASE II. ELECTRICAL/BACKUP POWER STUDY

1. Following the kick-off, the first major task will be an alternatives development phase. Black & Veatch will visit the site to update understanding of work since the issue of the Final WTP2 Facility Plan Report in December of 2015. Once all potential alternatives are defined, Black & Veatch will analyze the options, develop relative cost information, and develop a framework for scoring and ranking the alternatives. The objectives to be analyzed in the study include:

- a. Redundant & Reliable Power Supply - evaluate up to 3 alternatives to provide backup power to the site. The expected alternatives will include:
 - i. New on-site generator sized for current demands, with provisions for future demand increases
 - ii. New on-site generator in combination with the existing on-site generator
 - iii. Redundant utility feed to the site.

The evaluation of each of these alternatives will consist of evaluating the condition of existing power supply equipment for potential reuse, feasibility and operational requirements, determining the appropriate location on site for new equipment, and a capital cost evaluation of redundant power source alternatives.

- b. Effective Power Distribution – plant power distribution improvements will be focused on developing up to 3 alternatives with the ultimate goal of providing a medium voltage switchgear building with a medium voltage loop around the entire plant site. The expected alternatives to be evaluated will be:
 - i. A medium voltage loop with several step-down transformers around the entire site with redundancy built in to critical treatment processes.
 - ii. Providing critical sections of a medium voltage loop with some step-down transformers to vulnerable areas of the plant. The complete loop could be built out at a date in the future.
 - iii. Providing a generator dedicated to processes lacking current effective power distribution including the membrane building.

The evaluation of each of these alternatives will consist of determining current and future needs for powering plant equipment, evaluating the condition of existing distribution equipment for potential reuse, operational and feasibility constraints, strategically locating power distribution equipment on site, and cost estimating.

- c. Collector Well Standby Power – develop and evaluate up to 2 alternatives for increasing standby power to collector wells No. 1, 3, and 4. The expected alternatives to be evaluated will be:
 - i. A single power distribution center near the well field that would provide power to all 3 wells from a central location.
 - ii. Local power distribution to each collector well by providing a generator at each well.

The evaluation of these alternatives will consist of investigating the feasibility and benefits of alternative equipment arrangements, condition assessment of

existing equipment for potential reuse, flooding mitigation measures, and cost estimating.

- d. SCADA Upgrades
 - i. Provide costs for recommended improvements including existing in-plant fiber network, PLC hardware, software, and programming.
- e. Chemical Feed Coordination
 - i. Provide costs for recommended chemical feed improvements including completing chemical ductbank loop, fluoride improvements, chemical storage, ammonia containment, and polymer system containment and leak detection

Each of these objectives for this project will be analyzed and recommendations will be summarized in a technical memorandum. The draft technical memorandum will be submitted in accordance with the date in Section II.D. The submittal will include (1) electronic copy of Draft to City for review. Draft Technical Memorandum will include cost estimates.

2. Intermediate Workshop –The draft technical memorandum will be reviewed with the City at an Intermediate Workshop. The workshop will provide the City with an update on the project status, obtain critical feedback from the City, and eliminate alternatives which are not feasible or desired. After the intermediate workshop, the preliminary alternatives will be refined to provide a more detailed cost estimate, evaluate construction sequencing, and will work to determine synergies between all three major areas of work. Cost estimates will be prepared to a Class 4 level of accuracy (Study or Feasibility) based upon the Association for the Advancement of Cost Engineering.
3. Technical Memorandum and Workshop – Conduct workshop to finalize evaluations and incorporating City comments to make final decisions relative to the recommended design improvements and associated budgets. At this point, any major decision changes will be a supplemental service. After incorporating final City comments, issue three (3) hard copies and one (1) electronic copy of the Final Technical Memorandum which includes recommended electrical/backup power alternative for design and implementation.

SUPPLEMENTAL SERVICES

1. Any work requested by City that is not included in one of the tasks listed herein will be classified as Supplemental Services.
2. Preliminary Design, Final Design, Bidding Services, and Construction Phase Services.

3. Review of validation reports which have not been previously reviewed by the Engineer.
4. Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
5. Appearances at any public hearings or before special boards other than those specifically noted.
6. Special consultants or independent professional associates requested or authorized by the City.
7. Additional progress review meetings or meetings with other City departments for coordination purposes.

CITY'S RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Drawings and reports that are available in the files of the City and which may be useful in the work involved under this contract.
2. The services of at least one of the City's employees or staff who has the right of entry to, and who has knowledge of, the existing water treatment plant facilities.
3. Appoint an individual who shall be authorized to act on behalf of City, with whom Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon City as to all matters pertaining to this Agreement and the performance of the parties hereunder.
4. Provide WTP2 existing generator evaluation report.
5. Provide a list of future improvements at WTP2 to help understand future equipment loads.
6. Provide feedback on possible locations for any new facilities or equipment.

EXHIBIT C
Fee & Rate Schedule

For the services covered by this Contract, the City agrees to pay the Consultant as follows:

1. Compensation for engineering services shall be in accordance with the following hourly billing rates:

| <u>Black & Veatch Classification</u> | <u>2019 Hourly Billing Rates</u> |
|--|--------------------------------------|
| Project Director | \$265 |
| Project Manager | \$238 |
| Project Secretary | \$104 |
| Sr. Engineering Manager | \$218 |
| Engineering Manager | \$191 |
| Design Engineer – Level 4 | \$169 |
| Design Engineer – Level 3 | \$157 |
| Design Engineer – Level 2 | \$133 |
| Design Engineer – Level 1 | \$112 |
| CAD Administrator | \$170 |
| Sr. CAD Technician | \$122 |
| CAD Technician | \$103 |
| Project Accountant | \$104 |
| Sr. Process Engineer | \$232 |
| Process Engineer | \$145 |
| QA/QC Engineer | \$244 |
| Estimator | \$188 |
| Project Controls | \$128 |

2. Compensation for reimbursable expense items and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

| <u>Expense Item</u> | <u>Unit Cost</u> |
|--|----------------------|
| Travel, Subsistence, and Incidental Expenses | Net Cost |
| Automobile/Motor Vehicles – Local Mileage | \$.55/mile |
| Automobile/Motor Vehicles – Rental | Net Cost |
| Reproduction of Reports, Drawings & Specifications | Net Cost |
| Photograph and Video Reproductions | Net Cost |
| Sub-Consultant Fees | Net Charge x 1.10 |

3. The Schedule of Hourly Billing Rates and Charges indicated herein is effective for services through 2019. The Schedule of Hourly Billing Rates and Charges will be revised and re-issued in March of subsequent years.

EXHIBIT D
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT E
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 | CONTACT NAME: Sarah Fordyce |
| | PHONE (A/C, No. Ext): 816-960-9384 |
| | FAX (A/C, No): |
| | E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Zurich American Insurance Company |
| | INSURER B: American Zurich Insurance Company |
| | INSURER C: Lexington Insurance Company |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 362623 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|--|-------------------------------------|-------------------------------------|--|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> PD & C/O & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | X | GLO 0139245 - Large Works/Small Works GLO 4641358 - Corporate GLO 4641367 - Divisional Works | 11/1/2018 11/1/2018 11/1/2018 | 11/1/2019 11/1/2019 11/1/2019 | EACH OCCURRENCE | \$ \$1,000,000 |
| A | <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | X | BAP 4641355 | 11/1/2018 | 11/1/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ \$1,000,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 0139244 WC 4641353 (AOS) WC 4641354 (ID, MA, WI) | 11/1/2018 11/1/2018 11/1/2018 | 11/1/2019 11/1/2019 11/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$ \$1,000,000 |
| A | | | | | | | E.L. EACH ACCIDENT | \$ \$1,000,000 |
| A | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ \$1,000,000 |
| A | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ \$1,000,000 |
| C | Professional Liability | | | 026030198 | 11/1/2018 | 11/1/2019 | Professional Limit | Each Claim and Annual Aggregate Limit: \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project #: 900654.0027, Project No. 5-C-028-20; Project Name: WTP2: Electrical / Backup Power; Project Manager/Contact: Hansen, Andrew

Please see page 2 for additional information

CERTIFICATE HOLDER

City of Olathe, Kansas
 1385 S. Robinson Drive
 Olathe, KS 66061
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello



ADDITIONAL REMARKS SCHEDULE

| | |
|--|---|
| AGENCY Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 | NAMED INSURED Black & Veatch Corporation 11401 Lamar Overland Park, KS 66211 United States |
| EFFECTIVE DATE: 11/1/2018 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability Policy provides primary and non-contributory coverage.

The Automobile Liability Policy provides primary and non-contributory coverage.

Upon award of contract, City of Olathe, Kansas will be included as an Additional Insured as applicable and required by executed, written contract on the following policies:

General Liability
Automobile Liability

EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2681815

Entity Name: BLACK & VEATCH CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 22, 1998, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 18, 2019

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1090978 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

Owner: Olathe, City of

Project: WTP2 Electrical / Backup Power Study

| PHASE/Task | Project Director | Project Manager | Admin | Civil Engineer | Civil Technician | Project Facilitator | Chem Feed Sr. Engineer | Electrical Director/IC | Electrical Sr. Engineer | Electrical Engineer | I&C Sr. Engineer | Sr. Estimator | SUBTOTAL hours | SUBTOTAL EXPENSES | SUBTOTAL SUBCONTRACTS | TOTAL Billings |
|--------------------------------------|------------------|-----------------|-------|----------------|------------------|---------------------|------------------------|------------------------|-------------------------|---------------------|------------------|---------------|----------------|-------------------|-----------------------|----------------|
| PROJECT ADMINISTRATION | I | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| Project Initiation Meeting | 4 | 4 | | 4 | | | | | 4 | | | | 16 | \$ 190 | \$ - | \$ 3,674 |
| Monthly Project Updates | | 4 | 8 | 4 | | 20 | | | | | | | 36 | \$ 315 | \$ - | \$ 5,311 |
| | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| ELECTRICAL/BACKUP POWER STUDY | II | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| Alternatives Development Phase | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| Redundant & Reliable Power Supply | | | | 12 | | | | | 36 | 40 | | | 88 | \$ 770 | \$ - | \$ 16,386 |
| Effective Power Distribution | | | | 12 | | | | | 36 | 70 | | | 118 | \$ 1,033 | \$ - | \$ 21,359 |
| Collector Well Standby Power | | | | 12 | | | | | 30 | 30 | | | 72 | \$ 630 | \$ - | \$ 13,446 |
| SCADA Upgrades | | | | 12 | | | | | | 4 | 8 | | 24 | \$ 210 | \$ - | \$ 4,434 |
| Chemical Feed Coordination | | | | 25 | | | | 10 | | | | | 35 | \$ 341 | \$ - | \$ 7,354 |
| Intermediate Workshop | 6 | 6 | 2 | 12 | | | | | 8 | | | | 34 | \$ 348 | \$ 2,200 | \$ 9,370 |
| Technical Memorandum and Workshop | 6 | 12 | 28 | 24 | 10 | | | 4 | 18 | 16 | | 12 | 130 | \$ 1,688 | \$ 2,750 | \$ 26,566 |
| | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | | | | | | | \$ - | \$ - | \$ - |
| Total, Hours | 16 | 26 | 38 | 117 | 10 | 20 | 10 | 4 | 132 | 164 | 8 | 12 | 557 | | | |
| Total, Billings | | | | | | | | | | | | | | \$ 5,525 | \$ 4,950 | \$ 107,910 |